

DATE: June 20, 88

TELECOPIER TRANSMITTAL COVER SHEET

FROM:

Andy Grashob, BASF
(201) 397-4561

TO:

1) Audrey Zucker, ORC

2) _____

3) _____

4) _____

TOTAL NUMBER OF PAGES
(INCLUDING COVER SHEET)

5

BASF CORPORATION
8 CAMPUS DRIVE
PARSIPPANY, NEW JERSEY 07054
201/397-2700

TELECOPIED FROM AN OMNIFAX G93 (201) 397-2737



SEMS DocID 638993

June 20, 1988

Ms. Audrey Zucker
U.S. Environmental Protection Agency
Region I
John F. Kennedy Federal Building
Room 2203
Boston, MA 02203

Re: BASF Cannons Settlement

Dear Ms. Zucker:

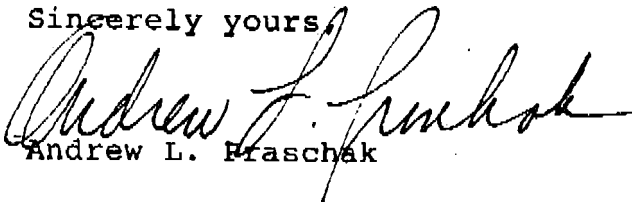
Enclosed please find information as to the total gallonage of materials which reached the Cannons site from BASF via either Interex or Recycling, Inc. Also, please find, as we discussed, an apportionment agreement between BASF and Interex and Recycling, Inc. under which they both assume responsibility for 100 percent of the waste. As I mentioned, BASF will only enter this unique apportionment agreement if it is satisfactory to EPA. If you have any reservations, please advise me and we will fall back on the original apportionment agreements approved by EPA.

Because of the uniqueness of this apportionment agreement, I would like to receive written consent from EPA as to its terms prior to execution.

Please note that whereas these additional shipments originated from a BASF division other than that covered by the terms of the original consent agreement, it is necessary to change the release language to release "BASF Corporation," the parent company.

Thank you for all your cooperation in this matter.

Sincerely yours,



Andrew L. Frischak

ALP/kr

ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED AS JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS ENGINEERING SUPERFUND CASE

We, the signatories to this Agreement,

BASF Corporation
First Signatory (as listed in ranked lists)

Recycling Industries, Inc.
Second Signatory (as listed in ranked lists)

Interex Corporation
Third Signatory (as listed in ranked lists)

hereby agree that waste volume listed in Attachment A as a volume assessable jointly to E.C. Whitney and us shall henceforth be allocated among or between us, in future versions of the Cannons Engineering Case Volumetric Ranked Lists, according to the following percentages:

AS BETWEEN FIRST AND SECOND SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %):	<u>0%</u>
JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %):	<u>100%</u>

AS BETWEEN FIRST AND THIRD SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %):	<u>0%</u>
JOINT VOLUME ALLOCATED TO THIRD SIGNATORY (in %):	<u>100%</u>

Representations of the parties signatory hereto are solely for the limited purpose of establishing an allocation of jointly assessed volumes between or among them for inclusion in the revised Volumetric Ranked Lists for the Cannons Engineering Corporation (CEC) sites. Such representations in no way constitute an admission by any signatory party that it transported, caused or arranged for the transportation of, or generated any of the hazardous or nonhazardous substances or wastes which went to any of the CEC sites. The parties signatory hereto expressly reserve all rights they may have to oppose or to defend against any action or claim brought by the EPA or any other party with respect to the CEC sites.

The parties signatory agree that in and as consideration for this Agreement, and in full satisfaction of its obligations for the volume allocated hereunder, BASF Corp. shall pay to EPA (or its designee), on behalf of Interex Corp. and Recycling Industries, Inc., \$244,141 and

\$1,617.00, respectively, which sums shall be credited against the cash payments due from Interex Corp. and Recycling Industries, Inc. under paragraph 6 ("Settling Parties' Responsibilities at Nashua Site") of the contemplated consent decree with EPA. BASF Corp. shall make these payments at or before the date set forth in the final consent decree for such payments to be made by Interex Corp. and Recycling Industries, Inc.

The parties signatory further agree that in and as further consideration for this Agreement, each party signatory and its successors and assigns hereby release and discharge the other party signatory and its successors and assigns from any and all claims, demands, and causes of action of any kind or nature, at law or in equity, relating to the Cannons Engineering Case ("Claims") that they have or hereafter may have respecting the volume allocated under this Agreement. The parties signatory acknowledge and agree that this Agreement is intended to effect a complete settlement of all Claims between and among themselves respecting the volume allocated under this Agreement. This release is not intended to release any Claims that either party signatory may have against any person not a party to this Agreement (other than successors or assigns of a party signatory), which claims each party signatory expressly reserves.

NOW THEREFORE, THE FOREGOING IS HEREBY AGREED.

FIRST SIGNATORY: BASF Corporation
Name of party as listed in ranked lists

By: _____
Authorized Representative Title

Date: _____

SECOND SIGNATORY: Recycling Industries, Inc.
Name of party as listed in ranked lists

By: _____
Authorized Representative Title

Date: _____

THIRD SIGNATORY: Interex Corporation
Name of party as listed in ranked lists

By: _____
Authorized Representative Title

Date: _____

ATTACHMENT A

BASF/E.C. WHITNEY VOLUME

	<u>Bridgewater Window</u>	<u>Plymouth Window</u>	<u>Londonderry Window</u>	<u>Nashu Window</u>
Interex Corp.	84,219g	84,219g	48,902g	5,422g (adjust by EPA factor)
Recycling Industries, Inc.	1,650g	1,650g		

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